

REMARKS

Please reconsider the application in view of the above amendments and the following remarks. Applicant thanks the Examiner for carefully considering this application and indicating that the drawings are accepted. Additionally, Applicant thanks the Examiner for courtesies extended during the in-person interview of October 19, 2005.

I. Disposition of the Claims

Claims 1-16 and 18-37 are pending in the present application. Claims 1, 18, 28, 29, 35, 36, and 37 are independent. The remaining claims depend, directly or indirectly, from claims 1, 18, and 29.

II. Claim Amendments

As discussed with the Examiner during the in-person interview of October 19, 2005, independent claims 1, 18, 28, 29, 35, 36, and 37 have been amended by way of this reply. Further, dependent claims 3, 4, 10, 11, 14, 22, 25, 26, 27, and 33 have been amended by way of this reply. No new matter has been added by way of these amendments, as support for these amendments may be found, for example, in paragraphs [0047] – [0051] of the present application. Finally, dependent claims 9, 17, and 24 have been canceled without prejudice or disclaimer.

III. Objections

Claim 10 is objected to because the Examiner finds “set to check” to be awkward wording. Claim 10 has been amended to clarify the present invention recited. Accordingly, Applicant believes this rejection is now moot, and respectfully requests that the Examiner withdraw the objection.

Claim 28 is objected to because Examiner finds insufficient antecedent basis for the limitation “applet.” Claim 28 has been amended in this reply to clarify the present invention recited. Accordingly, Applicant believes this rejection is now moot, and respectfully requests that the Examiner withdraw the objection.

IV. Rejections under 35 U.S.C. § 112

Claims 14, 18, 27-29, 35, and 37 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. In particular, the Examiner indicated that it is unclear whether the end user identifier is part of the password pair. As discussed in the Instant Specification, the client-side transfer agent gathers an end user identifier and the password from the end user. *See* Instant Specification paragraph [0043]. Claims 14, 18, 27-29, 35, and 37 have been amended in this reply to be consistent with the Instant Specification. Accordingly, Applicant believes this rejection is now moot, and respectfully requests that the Examiner withdraw the rejection.

Claims 18, 28, 29, 35, and 37 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. In particular, the Examiner indicated that it is unclear in the header of the claims whether “by a security agent” and “using a security agent” refer to the unblocking process or the issuing process. As discussed in the Instant Specification, the security agent has sufficient access to unblock an end user smart card. *See* Instant Specification paragraph [0036]. Claims 14, 18, 27-29, 35, and 37 have been amended in this reply to clarify the present invention recited. Accordingly, Applicant believes this rejection is now moot, and respectfully requests that the Examiner withdraw the rejection.

V. Rejections under 35 U.S.C. § 102

Claims 1-2, 5, 7, and 18-20 stand rejected under 35 U.S.C. § 102(b) as being anticipated by European Patent No. 0820207 A2 issued to Lipsit (hereinafter “Lipsit”). Independent claims 1 and 18 have been amended in this reply to clarify the present invention recited. For the reasons set forth below, this rejection is respectfully traversed.

The present invention is directed toward an unblocking service, a client-side transfer agent, and an agent-side transfer agent, which together are used to allow a security agent to verify the end user’s identity and then securely unblock a security device (*i.e.*, a smart card) from a remote location. *See* Instant Specification paragraphs [0040] – [0041]. As shown in Figure 9, upon request by the end user (Step 202), an agent-side transfer agent is loaded (Step 204). Next, the security agent is able to obtain information to allow verification of the end user using information about the end user (*e.g.*, an end user identifier) (Steps 208 and 210). *See* Instant Specification paragraph [0049].

Once the security agent is satisfied that the end user is not an impostor (*i.e.*, the end user is verified), the security agent proceeds to generate a UAC with the agent-side transfer agent (Step 214) and the UAC is delivered to the unblocking service in a secure manner. *See* Instant Specification paragraph [0050].

As shown in Figure 6, the client-side transfer agent verifies the UAC through the unblocking service (Step 138) and requests the UBC (Step 140). *See* Instant Specification paragraph [0047]. To ensure security, an authentication process is performed with every interaction with the client-side transfer agent and the unblocking service. *See* Instant Specification paragraphs [0041] and [0051]. Once the unblocking service provides the UBC to the client-side transfer agent (Step 142 in Figure 6), the client-side transfer agent unblocks the

previously blocked security device (Step 144 in Figure 6). *See* Instant Specification paragraph [0049].

Accordingly, amended independent claim 1 provides the following limitations: i) a Unblock Authorization Code (UAC) generated after verification by the security agent; ii) an Unblock Code (UBC) securely transferred from the unblocking service to a client-side transfer agent, which uses the UBC to unblock the security device and where the security agent and an agent-side transfer agent are unable to access the UBC; iii) an unblocking service for establishing a secure gateway and storing both the UAC and UBC. Amended independent claim 18 includes similar limitations as amended independent claim 1.

Examiner asserts that Lipsit teaches or suggests at least the limitations discussed above. Applicant respectfully disagrees and asserts that the present invention as recited in the claims is not taught or suggested by Lipsit. Specifically, Lipsit fails to teach or suggest at least one of the limitations discussed above for the reasons described below.

First, Lipsit does not disclose generation of a UAC after verification by the security agent. In fact, the security code used to unblock the wireless device taught in Lipsit is fully pre-programmed (using the serial number, mobile identification number, and/or a security code of the wireless device) when the device is sent to from the wireless device supplier to the recipient. *See* Lipsit page 4, lines 1-14 and Figure 1. As taught by Lipsit, the wireless device is activated by an activation unit when the wireless device recipient merely provides the same security code that was already pre-programmed in the wireless device. *See* Lipsit page 5, line 47- page 6, line 17. Accordingly, the security code used in the activation process referred to in Lipsit could not possibly be *generated after verification* when the code was clearly pre-programmed into the device and later this same code is supplied to the user for activating the

wireless device. Thus, Lipsit does not teach or suggest a UAC *generated after verification*, as required by the recited claims.

Next, Lipsit fails to disclose an Unblock Code (UBC) securely transferred from the unblocking service to a client-side transfer agent, which uses the UBC to unblock the security device and where the security agent and an agent-side transfer agent are unable to access the UBC. Hence, the storage of an UBC in the unblocking service is likewise not taught by Lipsit.

Initially, Applicant points out that the Examiner admits that Lipsit does not disclose sending an unblock code to a security device. *See* Office Action mailed July 27, 2005, page 6, lines 25-27. Applicant agrees with the Examiner. Specifically, as shown in Figure 3 of Lipsit, following receipt of the non-activated wireless device, the recipient dials the dedicated number using the non-activated wireless device which is routed to the activation unit of the Mobile Switching Center (Steps 100 and 102). Upon entry of the correct pre-programmed security code, the authorization module of activation unit merely changes the state of a flag (in a switch) to indicate that the wireless device is now activated. *See* Lipsit page 6, lines 3-15. Thus, activation of the wireless devices in Lipsit is performed *at the Mobile Switching Center* by changing a state of a flag. The only communication between the activation unit and the wireless device arguably taught by Lipsit is mere notification that activation occurred; *not* sending a code (to the wireless device) that triggers the activation itself. Thus, Lipsit does not teach or suggest a UBC being transferred from an unblocking service to a client-side transfer agent which uses the UBC to unblock the security device, as recited in the amended claims. Since the UBC is not transferred to the unblocking service, it follows that Lipsit could not possibly teach storing the UBC in the unblocking service.

Further, Lipsit necessarily requires that activation unit of the Mobile Switching Center has access to both the security code (*i.e.*, UAC) and the code (*i.e.*, UBC) used to unblock the wireless device at the Mobile Switching Center. *See* Lipsit page 6, lines 3-15. Thus, Lipsit does not teach or suggest a system where the security agent and an agent-side transfer agent are unable to access the UBC, as recited in the amended claims.

Lastly, Lipsit fails to disclose an unblocking service for establishing a secure gateway. In Lipsit, the wireless service provider merely provides an unblocked, dedicated communication channel that allows unregistered users to place a call to a dedicated number that is routed by the Mobile Switching Center to the subscription activation system. *See* Lipsit page 5, lines 14-24. Lipsit provides no indication whether this dedicated communication channel provides for any security considerations whatsoever. Further, Lipsit allows all unregistered users to use a dedicated number and fails to establish a secure gateway with the activation system for each individual security device.

In view of the above, Lipsit fails to teach or suggest amended independent claims 1 and 18. Thus, independent claims 1 and 18 are patentable over Lipsit. Dependent claims 2, 5, 7, and 19-20 are allowable for at least the same reasons. Accordingly, withdrawal of this rejection is respectfully requested.

VI. Rejections under 35 U.S.C. § 103**Claims 3-4 and 22-23**

Dependent claims 3-4 and 22-23 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Lipsit in view of Menezes, Alfred J., Handbook of Applied Cryptography pages 15-17 and 388-390 (hereinafter “Menezes”). To the extent that this rejection still applies to amended claims, the rejection is respectfully traversed.

Claims 3-4 depend from amended independent claim 1 and claims 22-23 depend from amended independent claim 18. Therefore, claims 3-4 and 22-23 are patentable over Lipsit for at least the same reasons as claim 1 or claim 18. Further, Menezes does not teach or suggest that which Lipsit lacks as evidenced by the fact that the Examiner only relies on Menezes to teach “an end user identifier and password pair” and “symmetric key-encryption.” See Office Action mailed July 27, 2005, page 5.

In view of above, Lipsit and Menezes, whether considered separately or in combination, fail to teach each and every limitation of claims 3-4 and 22-23. Accordingly, withdrawal of this rejection is respectfully requested.

Claims 6 and 21

Dependent claims 6 and 21 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Lipsit in view of U.S. Patent Application Publication No. 2002/0112156 in the name of Gien (hereinafter “Gien”). To the extent that this rejection still applies to amended claims, the rejection is respectfully traversed.

Claim 6 depends from amended independent claim 1 and claim 21 depends from amended independent claim 18. Therefore, claims 6 and 21 are patentable over Lipsit for at least the same reasons as claim 1 or claim 18. Further, Gien does not teach or suggest that which Lipsit lacks as evidenced by the fact that the Examiner only relies on Gien to teach “a security device which is being unblocked is a smart card.” *See* Office Action mailed July 27, 2005, page 6.

In view of above, Lipsit and Gien, whether considered separately or in combination, fail to teach each and every limitation of claims 6 and 21. Accordingly, withdrawal of this rejection is respectfully requested.

Claims 9, 11-13, 24, 26, 29-32, and 36-37

Claims 9, 11-13, 24, 26, 29-32, and 36-37 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Lipsit in view of U.S. Patent No. 6,542,729 issued to Chmaytelli et al. (hereinafter “Chmaytelli”). By way of this reply, claims 9 and 24 have been canceled, and accordingly, the 35 U.S.C. §103(a) rejections of these claims are now moot. Dependent claims 11 and 26 have been amended to clarify the present invention recited. To the extent that this rejection still applies to amended claims, the rejection is respectfully traversed.

Claims 11-13 depend, either directly or indirectly, from amended claim 1. Claim 26 depends from amended claim 18. Therefore, claims 11-13 and 26 are patentable over Lipsit for at least the same reasons as claim 1 or claim 18. Further, Chmaytelli does not teach or suggest that which Lipsit lacks. Amended claims 11 and 26 provide the following limitations: i) an UAC accepted upon correlation of an end user identifier and a security device; and ii) an

unblocking service that transfers an UBC to the client-side transfer agent after acceptance of an UAC by the unblocking service.

First, Chmaytelli does not teach or suggest storage of both an UAC and an UBC in an unblocking service. Specifically, in Chmaytelli, if the user supplies the correct identification information to the operator, then the mobile device is unlocked by electronic transmission of a message from the operator's location to the mobile telephone or by the operator supplying the current user with a code to enter in the phone. *See* Chmaytelli Col. 8 lines 54-66. While arguably Chmaytelli has a message sent from the operator's location to the mobile telephone, the message could not conceivably be considered an UBC because the UBC, as recited in the amended claims, is inaccessible to the security agent and the agent-side transfer agent and is stored in the unblocking service. Thus, the security agent could not transmit the UBC from the agent-side transfer agent (or operator) directly to the client-side transfer agent (or security device).

Further, Chmaytelli is completely silent regarding generation of an UAC after verification. In fact, the phone taught in Chmaytelli can be unlocked by simply supplying a code to the user. Because the user is capable of unlocking the phone with the code by herself, it is unnecessary to generate an UAC after verification of the user and securely transfer an UAC to an unblocking service for storage. In addition, Chmaytelli does not require acceptance of an UAC at the unblocking service before transfer of an unblocking code to the phone or further authentication on the part of the user in order to unlock the phone after receipt of the code.

Lastly, Chmaytelli does not teach transferring an UAC or UBC in a secure manner. Actually, Chmaytelli is completely silent regarding security. The limitations recited in amended claims 11 and 26 require authentication of the user with the UAC and correlation of an end user identifier and a security device. The concept of an UAC is not taught or suggested by

Chmaytelli so there can be no secure transfer of an UBC after acceptance of the UAC and correlation of an end user identifier and a security device. Thus, Lipsit and Chmaytelli whether considered separately or in combination, fail to teach each and every limitation of claims 11-13 and 26.

Independent claims 29, 36, and 37 have been amended in this reply to clarify the present invention recited. Amended claims 29, 36, and 37 include at least the same limitations as claims 1 or 18, and are therefore patentable over Lipsit for at least the same reasons as claim 1 or claim 18. Further, Chmaytelli does not teach or suggest that which Lipsit lacks for the same reasons discussed above. Thus, Lipsit and Chmaytelli, whether considered separately or in combination, fail to teach each and every limitation of amended independent claims 29, 36, and 37. Claims 30-32 depend from amended independent claim 29. Therefore, claims 30-32 are patentable over Lipsit in view of Chmaytelli for at least the same reasons as claim 29.

In view of the above, Lipsit and Chmaytelli, whether considered separately or in combination, fail to show or suggest the present invention as recited in amended independent claims 1, 18, 29, 36, and 37. Thus, amended independent claims 1, 18, 29, 36, and 37 are patentable over Chmaytelli and Lipsit. Dependent claims 11-13, 26, and 30-32 are allowable for at least the same reasons. Accordingly, withdrawal of this rejection is respectfully requested.

Claims 10 and 25

Dependent claims 10 and 25 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Lipsit in view of U.S. Patent Application Publication No. 2002/0138553 in the name of Binder (hereinafter "Binder"). To the extent that this rejection still applies to amended claims, the rejection is respectfully traversed.

Claim 10 depends from amended independent claim 1 and claim 25 depends from amended independent claim 18. Therefore, claims 10 and 25 are patentable over Lipsit for at least the same reasons as claim 1 or claim 18. Further, Binder does not teach or suggest that which Lipsit lacks as evidenced by the fact that the Examiner only relies on Binder to teach “a client-side transfer agent set to check at a configurable frequency for determining that the UAC is generated.” *See* Office Action mailed July 27, 2005, page 8.

In view of above, Lipsit and Binder, whether considered separately or in combination, fail to teach each and every limitation of claims 10 and 25. Accordingly, withdrawal of this rejection is respectfully requested.

Claims 8, 14-16, and 27

Dependent claims 8, 14-16, and 27 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Lipsit in view of Chmaytelli in further view of Menezes. To the extent that this rejection still applies to amended claims, the rejection is respectfully traversed.

Claim 8, 14-16, and 27 depend, either directly or indirectly, from amended independent claim 1 or 18. Therefore, claim 8, 14-16, and 27 are patentable over Lipsit in view of Chmaytelli for at least the same reasons as claims 1 or claim 18. Further, Menezes does not teach or suggest that which Lipsit and Chmaytelli lacks as evidenced by the fact that the Examiner only relies on Menezes to teach “an end user identifier is an e-mail address.” *See* Office Action mailed July 27, 2005, page 10.

In view of above, Lipsit, Chmaytelli, and Menezes, whether considered separately or in combination, fail to teach each and every limitation of claims 8, 14-16, and 27. Accordingly, withdrawal of this rejection is respectfully requested.

Claim 28

Independent claim 28 stands rejected under 35 U.S.C. § 103(a) is unpatentable over Lipsit in view of Menezes in further view of Chmaytelli in further view of Binder. To the extent that this rejection still applies to amended claims, the rejection is respectfully traversed.

As an initial matter, Applicant notes that various combinations of four references are being used to reject claim 28 of the present application. The purported reconstruction of the claimed invention by reliance on such a large number of references is not appropriate. It is abundantly clear that the Examiner, using the present application as a guide, has selected isolated features of the various relied-upon references to arrive at the limitations of the claimed invention. Use of the present application as a "road map" for selecting and combining prior art disclosures is wholly improper. See MPEP § 2143; *Interconnect Planning Corp. v. Feil*, 774 F.2d 1132 (Fed. Cir. 1985) (stating that "[t]he invention must be viewed not with the blueprint drawn by the inventor, but in the state of the art that existed at the time"); *In re Fritch*, 972 F.2d 1260 (Fed. Cir. 1992) (stating that "it is impermissible to use the claimed invention as an instruction manual or 'template' to piece together the teachings of the prior art so that the claimed invention is rendered obvious . . . This court has previously stated that 'one cannot use hindsight reconstruction to pick and choose among isolated disclosures in the prior art to deprecate the claimed invention.'"); *In re Wesslau*, 353 F.2d 238 (C.C.P.A. 1965) (stating that "it is impermissible within the framework of section 103 to pick and choose from any one reference only so much of it as will support a given position, to the exclusion of other parts necessary to the full appreciation of what such reference fairly suggests to one of ordinary skill in the art").

Amended independent claim 28 provides the following limitations: i) an Unblock Authorization Code (UAC) generated after verification by the security agent and securely transferred from the agent-side transfer agent to the unblocking service; ii) an unblocking service for establishing a secure gateway; and iii) an unblocking service storing the UAC and UBC.

As discussed above with respect to claim 10, Lipsit, Binder, and Chmaytelli do not teach the limitations found in claim 10 that are also found in claim 28. Therefore, claim 28 is patentable over Lipsit, Binder, and Chmaytelli for at least the same reasons as claim 10. Further, Menezes does not teach or suggest that which Lipsit-Binder-Chmaytelli lacks as evidenced by the fact that the Examiner only relies on Menezes to teach “presenting an end user identifier and a password pair for a client-side transfer agent” and “performing an authentication process for every transfer between the client-side transfer agent and the unblocking service.” See Office Action mailed July 27, 2005, page 10.

In view of above, Lipsit, Menezes, Chmaytelli, and Binder, whether considered separately or in combination, fail to teach each and every limitation of independent claim 28. Accordingly, independent claim 28 is patentable over Lipsit in view of Menezes in further view of Chmaytelli in further view of Binder. Accordingly, withdrawal of this rejection is respectfully requested.

Claim 33

Dependent claim 33 stands rejected under 35 U.S.C. § 103(a) is unpatentable over Lipsit in view of Chmaytelli in further view of U.S. Patent Application Publication No. 2003/0013434 (hereinafter “Rosenberg”). To the extent that this rejection still applies to the amended claim, the rejection is respectfully traversed.

Claim 33 depends from amended independent claim 29. Therefore, claim 33 is patentable over Lipsit in view of Chmaytelli for at least the same reasons as claim 29. Further, Rosenberg does not teach or suggest that which Lipsit lacks as evidenced by the fact that the Examiner only relies on Rosenberg to teach “generating a new UBC”, “setting the security device to the new UBC”, and “delivering the new UBC to the directory service.” *See* Office Action mailed July 27, 2005, page 11.

In view of the above, Lipsit, Chmaytelli, and Rosenberg, whether considered separately or in combination, fail to teach each and every limitation of claim 33. Accordingly, withdrawal of this rejection is respectfully requested.

Claim 34

Dependent claim 34 stands rejected under 35 U.S.C. § 103(a) is unpatentable over Lipsit in view of Chmaytelli in further view of U.S. Patent No. 5,949,882 (hereinafter “Angelo”). To the extent that this rejection still applies to the claim, the rejection is respectfully traversed.

Claim 34 depends from amended independent claim 29. Therefore, claim 34 is patentable over Lipsit in view of Chmaytelli for at least the same reasons as claim 29. Further, Angelo does not teach or suggest that which Lipsit lacks as evidenced by the fact that the Examiner only relies on Angelo to teach “verifying the security device is not permanently blocked.” *See* Office Action mailed July 27, 2005, page 12.

In view of the above, Lipsit, Chmaytelli, and Angelo, whether considered separately or in combination, fail to teach each and every limitation of claim 34. Accordingly, withdrawal of this rejection is respectfully requested.

Claim 35

Independent claim 35 stands rejected under 35 U.S.C. § 103(a) is unpatentable over Lipsit in view of Chmaytelli in further view of Rosenberg in further view of Angelo. To the extent that this rejection still applies to amended claim, the rejection is respectfully traversed.

As mentioned above in relation to the rejection of claim 28, Applicant notes that various combinations of four references are being used to reject claim 35 of the present application. Thus, for the reasons stated above, the purported reconstruction of the claimed invention by reliance on such a large number of references is not appropriate.

Amended independent claim 35 provides the following limitations: i) an Unblock Authorization Code (UAC) generated after verification by the security agent and securely transferred from the agent-side transfer agent to the unblocking service; ii) an unblocking service for establishing a secure gateway; and iii) an unblocking service storing the UAC and UBC.

Amended independent claim 35 includes similar limitations as claim 29. Therefore, claim 35 is patentable over Lipsit and Chmaytelli for at least the same reasons as claim 29. Further, Rosenberg and Angelo do not teach or suggest that which Lipsit and Chmaytelli lack as evidenced by the fact that the Examiner only relies on Angelo to teach “verifying the security device is not permanently blocked” and Rosenberg to teach “generating a new UBC”, “setting the security device to the new UBC”, and “delivering the new UBC to the directory service.” See Office Action mailed July 27, 2005, page 10.

In view of the above, Lipsit, Chmaytelli, Rosenberg, Angelo, whether considered separately or in combination, fail to teach each and every limitation of independent claim 35. Accordingly, withdrawal of this rejection is respectfully requested.

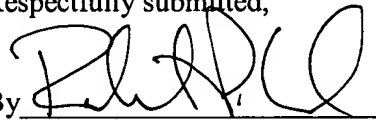
VII. Conclusion

Applicant believes this reply is fully responsive to all outstanding issues and places this application in condition for allowance. If this belief is incorrect, or other issues arise, the Examiner is encouraged to contact the undersigned or his associates at the telephone number listed below. Applicant believes no fee is due with this response. Please apply any charges not covered, or any credits, to Deposit Account 50-0591 (Reference Number 09469.007001).

Dated: October 27, 2005

Respectfully submitted,

By



Robert P. Lord
Registration No.: 46,479
OSHA · LIANG LLP
1221 McKinney St., Suite 2800
Houston, Texas 77010
(713) 228-8600
(713) 228-8778 (Fax)
Attorney for Applicant